

A. G Contract No. KR99 1387TRN
ADOT ECS File No : JPA 99-105
Project: HX072 01C
Section: SR-92 @ St. Andrews Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SIERRA VISTA

THIS AGREEMENT is entered into 18 May 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF SIERRA VISTA, acting by and
through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction, maintenance and operation of a new warranted traffic signal at the intersection of SR-92 and St. Andrews Road, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 23997
Filed with the Secretary of State
Date Filed: 05/18/00
Patricia Bayless
Secretary of State

B. Dicky V. Guenewald

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the City on any signal Project related contract modifications, and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for two thirds of the cost of the signal Project cost, in an amount estimated at \$90,000.00.

c. Upon completion, approve and accept the signal Project on behalf of the parties hereto and provide maintenance.

d. Invoice the City for its one third share of the cost of the signal Project, in an amount estimated at \$30,000.00.

2. The City will:

a. Review the signal Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, pay the State the City's one third share for the cost of the signal Project, in an amount estimated at \$30,000.00. Be responsible for its proportionate share of any signal Project related construction contract modifications.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal. Grant the State a perpetual access easement to maintain the signal loop detectors.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements, provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

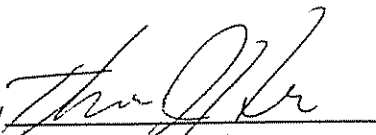
City of Sierra Vista
City Manager
1011 N. Coronado Drive
Sierra Vista, AZ 85635


7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SIERRA VISTA

STATE OF ARIZONA
Department of Transportation

By 
Thomas J. Hessler
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

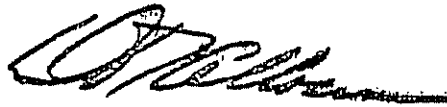
ATTEST

By 
SANDRA L. KENNY
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of September 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities for the design, construction and maintenance of a new warranted traffic signal on SR-92 at St. Andrews Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION 4370

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A NEW TRAFFIC SIGNAL AT STATE ROUTE 92 AND ST. ANDREW'S DRIVE AND SHARE ACTUAL COSTS OF THE PROJECT, APPROXIMATELY \$90,000.00 FOR ADOT AND \$30,000.00 FOR THE CITY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways which are safe and meet the transportation needs of the general public; and

WHEREAS, the intersection of State Route 92 and St. Andrew's Drive supports a high volume of vehicle traffic and is in need of a traffic signal; and

WHEREAS, it is in the mutual interest and benefit for ADOT and the City to improve the intersection at the State Route 92 and St. Andrew's Drive junction; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement that will allow ADOT to construct said traffic signal and invoice the City for one third of the actual costs or approximately \$30,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council of seeking Federal and State funding assistance, be, and hereby is, reaffirmed.


SECTION 2

That the City Council approves entering into an Intergovernmental Agreement with ADOT to construct a traffic signal at the intersection of State Route 92 and St. Andrew's Drive and share actual costs, approximately \$90,000.00 for ADOT and \$30,000.00 for the City.

SECTION 3

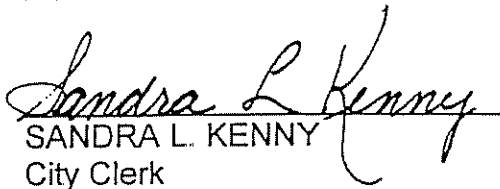
That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 13 DAY OF April 2000.



THOMAS J. HESSLER
Mayor

ATTEST:



SANDRA L. KENNY
City Clerk

APPROVED AS TO FORM:

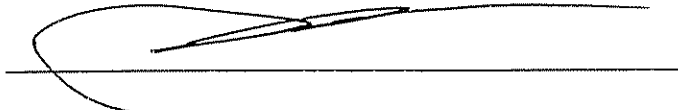


STUART L. FAUVER
City Attorney

APPROVAL OF THE SIERRA VISTA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1999.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

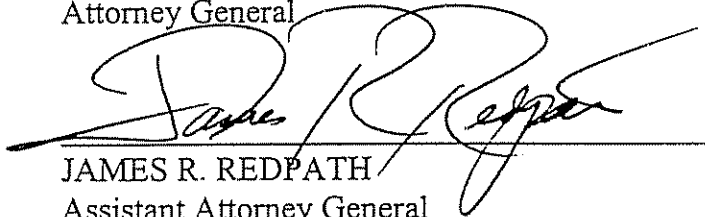
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-1387TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 11, 2000.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/626314

Enc.